

**REVISED**  
**"AMENDED AND RESTATED JOINT POWERS AGREEMENT"**  
**CONSOLIDATED WASTE MANAGEMENT AUTHORITY**

**THIS AGREEMENT** is entered into as of April 27, 2006, between the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, TULARE (including its Board of Public Utilities Commissioners), EXETER, FARMERSVILLE, and the COUNTY of TULARE (COUNTY) hereinafter collectively referred to as Members, with reference to the following:

- A. On December 8, 1999 the CITIES OF VISALIA, PORTERVILLE, LINDSAY, DINUBA, and TULARE entered into a Joint Powers Agreement forming the Consolidated Waste Management Authority (CWMA).
- B. On November 26, 2002 Cities of EXETER, FARMERSVILLE and WOODLAKE joined the CWMA as equal members.
- C. On December 15, 2005, the City of Woodlake submitted their desire to withdraw from the CWMA and on January 26, 2006 was formally accepted by CWMA by approval of Resolution No. 2006-01.
- D. On the November 17, 2005, CWMA Board approved Resolution No. 2005-04 accepting the COUNTY'S desire to join the CWMA, subject to the terms and conditions set forth below.
- E. The Members intend by this Agreement to create a Joint Powers Authority ("the Authority") to act as a regional agency and independent public agency to comprehensively plan, develop, operate and manage the, transformation, diversion, recycling, processing and disposal of solid waste within the Members' jurisdictions;

1 F. The Members further intend by this Agreement to provide for the  
2 funding reasonably anticipated to be necessary for the above  
3 purposes.

4 G. Members are authorized to enter into this Agreement pursuant to  
5 Government Code §6500 et seq; and Public Resources Code §40970  
6 et seq.

7 H. The Members intend that the Authority be the responsible party for  
8 compliance with Article 1 (Commencing with Section 41780) of  
9 Chapter 6 of the Public Resources Code.

10 I. The City of Tulare by charter has a Board of Public Utilities  
11 Commissioners to which responsibility has been delegated for solid  
12 waste management, and which must thereby also be a signatory to  
13 this Agreement.

14 **ACCORDINGLY, IT IS AGREED:**

15 **1. CREATION OF SEPARATE AGENCY:** There is hereby created a  
16 regional agency which is an agency separate from the parties to the Agreement,  
17 and which is responsible for the administration of the Agreement, to be known as  
18 "Consolidated Waste Management Authority" (CWMA). Within thirty (30) days of  
19 the effective date of this Agreement, the parties shall cause a notice of this  
20 Agreement to be prepared and filed with the office of the California Secretary of  
21 State as required by Government Code §6503.5.

22 **2. DEFINITIONS:** Unless otherwise required by the context, the following  
23 terms shall have the following meanings:

24 a. "Act" shall mean the California Integrated Waste Management Act of  
25 1989 (California Public Resources Code Sections 40000 et seq.) and

1 all regulations adopted under that legislation, as that legislation and  
2 those regulations may be amended from time to time.

3 b. "Authority" shall mean the Consolidated Waste Management Authority,  
4 which is the public and separate authority created by this Agreement;

5 c. "Board" or "Board of Directors" shall mean the Board of Directors of  
6 CWMA as provided in this Agreement to govern and administer the  
7 Authority.

8 d. "Member" shall mean any of the signatories of this Agreement and  
9 "Members" shall mean all of the signatories to this Agreement.

10 e. "Solid Waste" shall mean all putrescible and nonputrescible solid,  
11 semi-solid and liquid wastes, including garbage, trash, refuse, paper,  
12 rubbish, ashes, industrial wastes, demolition and construction wastes,  
13 abandoned vehicles and parts thereof, discarded home and industrial  
14 appliances, dewatered, treated, or chemically fixed sewage sludge  
15 which is not hazardous waste, manure, vegetable or animal solid and  
16 semisolid wastes, and other discarded solid and semisolid wastes,  
17 including special wastes as defined in Public Resources Code §41450,  
18 but not including hazardous wastes, low-level radioactive waste, or  
19 medical waste, as more particularly defined in Public Resources Code  
20 §40191 as it may be amended from time to time.

21 f. "Solid waste landfill" or "solid waste disposal site" shall mean a  
22 disposal facility that accepts, or has accepted, solid waste for land  
23 disposal as more particularly defined in Public Resources Code  
24 §40122 as it may be amended from time to time.

1 g. "SRRE" shall mean a Source Reduction and Recycling Element as  
2 required by the Act as that element may be amended from time to  
3 time.

4 h. "NDFE" shall mean a Non-Disposal Facility Element as required by the  
5 Act as that element may be amended from time to time.

6 i. "HHWE" shall mean Household Hazardous Waste Element as  
7 required by the Act as that element may be amended from time to  
8 time.

9 j. "Transfer facility" shall mean a facility, together with necessary  
10 accessory facilities, used for the receiving, processing, recycling and  
11 transportation of solid waste, and the recovery of materials from solid  
12 waste, as more particularly defined in Public Resources Code §40200  
13 as it may be amended from time to time.

14 k. "CIWMP" shall mean County Integrated Waste Management Plan as  
15 required by the Act as that plan may be amended from time to time.

16 **3. PURPOSE:** The purpose of the Authority is to provide for the joint  
17 exercise of certain powers common to the Members and for the exercise of such  
18 additional powers as are conferred by law in order to meet the requirements of the  
19 Act. The Members are each empowered by the laws of the State of California to  
20 exercise the powers specified in this Agreement and to comply with the provisions  
21 of the Act and other laws. These common powers shall be exercised for the benefit  
22 of any one or more of the Members or otherwise in the manner set forth in this  
23 Agreement.

24 The Members will be responsible for implementation of their programs  
25 and enter this agreement with the intent to operate the Authority in compliance with

1 the requirements of the Act with a minimum level of staff, addressing those  
2 operations and programs that can be most cost-effectively handled at the regional  
3 level by maximizing local resources, private sector participation and contract  
4 services. The duties and responsibilities of each Member are described in the  
5 County Integrated Waste Management Plan (CIWMP) which is hereby  
6 incorporated in this agreement. The Authority is formed with the sole purpose and  
7 intent of jointly measuring disposal reduction by the member agencies and of  
8 facilitating the development of joint programs and projects that provide economies  
9 of scale. The members will exercise independent power within their own  
10 jurisdiction, to including but not limited to, the establishment or approval of fees,  
11 the collection of solid waste, landfills and the administration of landfills and transfer  
12 stations.

13 **4. POWERS:** The Authority is hereby authorized, in its own name, to  
14 exercise any power common to the parties as to solid waste management within  
15 the boundaries of the Member jurisdictions, and to thereby perform all acts  
16 necessary to accomplish its purpose as stated in this Agreement, except as may  
17 be otherwise provided in this Agreement, including, but not limited to, the following:

- 18 a. To make and/or assume contracts;  
19 b. To employ agents, employees, consultants and such other persons or  
20 firms as it may deem necessary;  
21 c. To acquire by condemnation or otherwise land and/or facilities not  
22 owned by any member to construct, manage, maintain or operate any  
23 building, works or improvements, including systems, plants, Disposal  
24 Sites, Transfer Facilities or other facilities for the purposes of

collection, disposal, treatment, transformation, diversion, or recycling  
of solid waste;

d. To incur debts, liabilities or obligations, subject to the limitations  
provided in this Agreement;

e. To sue and be sued in its own name;

f. To apply for and accept grants, advances and contributions;

g. To set processing, disposal fees and other rates, and to levy and  
collect fees and charges, including tipping fees and gate fees as  
provide by this Agreement, or as permitted by law for Authority owned  
and/or operated facilities.

h. To adopt ordinances and resolutions as authorized by law;

i. To issue bonds in any manner authorized by law;

j. To adopt an annual budget;

k. To exercise the authority otherwise vested in any party to this  
Agreement to apply for State or Federal funding to defray any of the  
costs of operation of the Authority;

l. To take such actions as are deemed necessary to address  
transformation, reduction, recycling and diversion goals for solid waste  
as mandated by the Act, or as deemed desirable by the Authority;

m. To require appropriate reports from agencies, organizations and  
businesses which collect recyclables and;

n. To license, franchise, permit and/or contract with qualified persons,  
including, but not limited to, independent haulers or any Member of the  
Authority, and to provide any service required by the Authority to  
accomplish its purpose.

1           The Authority shall have no responsibility for the operation of the Tulare  
2           County Solid Waste Enterprise Fund to include, but not be limited to, the operation  
3           of the Tulare County landfills and transfer stations, the establishment of reserves  
4           or for the setting of tipping or gate fees.

5           **5. OBLIGATIONS OF AUTHORITY:** No debt, liability or obligation of the  
6           Authority shall constitute a debt, liability or obligation of any of the Members,  
7           except as otherwise provided in this Agreement.

8           **6. DESIGNATION OF ADMINISTERING AGENCY:** The powers of the  
9           Authority provided in this Agreement shall be exercised in the manner provided by  
10          law for the exercise of such powers by the Members.

11          **7. ORGANIZATION:**

12          a. **GOVERNING BOARD:** The Authority shall be governed by a Board of  
13          Directors which shall be composed of one (1) sitting member of each  
14          of the city councils, or in the case of the City of Tulare, a member of its  
15          Board of Public Utilities, and one (1) sitting member of the Tulare  
16          County Board of Supervisors. In addition, each of the parties may  
17          designate an alternate Member of the Board who may participate as a  
18          Member of the Board only when the principal Member is absent. An  
19          alternate Member of the Board shall be a member of the legislative  
20          body of the member which he or she represents. Directors and  
21          alternates shall serve without compensation, except that they may be  
22          reimbursed for reasonable out-of-pocket expenses associated with  
23          their service on the Board as authorized by the Board.

- 1           b. TERM: The Members from the city councils and the COUNTY and the  
2           alternates shall serve at the pleasure of the legislative body which  
3           appointed them.
- 4           c. MEETINGS: Regular meetings of the Board shall be held at least  
5           quarterly, on such dates and times and at such locations as the Board  
6           shall fix by resolution. Special meetings of the Board shall be called in  
7           accordance with Government Code §54596. All meetings shall comply  
8           with the provisions of the Ralph M. Brown Act (Government Code  
9           §54950 et seq.)
- 10          d. QUORUM: Five (5) Members of the Board shall constitute a quorum in  
11          order to conduct business.
- 12          e. VOTING: A simple majority of the quorum shall be required for the  
13          adoption of a resolution, ordinance or other action of the Board, except  
14          that: (a) a majority vote of less than a quorum may vote to adjourn; (b)  
15          any of the following actions shall require a vote of two-thirds (2/3) of  
16          the authorized members of the board (as opposed to a quorum):
- 17               (1) Adoption of an annual budget;
- 18               (2) Any modification of the annual budget;
- 19               (3) Contracts up to \$25,000 and for terms of up to two (2) years, which  
20               are otherwise not subject to a four fifths (4/5) vote as hereinafter  
21               provided;
- 22               (4) Admission of additional members;
- 23               (5) Appointment, employment, or dismissal of an employee, including  
24               any independent contractor who functions as an employee.

(6) Obtain reimbursement from any member for failure to implement programs identified in their SRRE, NDFE and HHWE;

(7) Compromise or payment of any claim against the Authority;

(8) To acquire by condemnation property not owned by the Members;

(c) A four-fifths (4/5) vote of the Board (as opposed to a quorum) is required for the following actions:

(1) The acquisition or lease of real property or equipment in excess of 1 year lease term.

(2) Contracts in excess of \$25,000 or a 2 year term;

And (d) unanimous vote of the Board (as opposed to a quorum) is required for the:

(1) The issuance, execution or delivery of bonds;

(2) The formation of an assessment district or other similar financing mechanism.

f. MINUTES: The Board shall cause minutes of all meetings to be prepared, and shall cause a copy of the minutes to be delivered to each member of the Board, and filed with the governing body of each party, as soon as practicable after each meeting.

g. RULES: The Board shall adopt such other bylaws, rules and regulations for the conduct of its business as it shall deem necessary or desirable consistent with the provisions of this Agreement.

h. OFFICERS: The officers of the Authority shall be a Chairperson, Vice-Chairperson, Secretary, Treasurer, Auditor, and such other officers as the Board shall designate. The election of officers will take place at the first meeting of a new fiscal year. The Authority may employ or

1 contract for the services of a Treasurer and Auditor. The Treasurer is  
2 designated as the depository for the Authority. The Treasurer shall be  
3 formally designated by a resolution adopted by the Board of Directors  
4 stating the effective date of the appointment and the term of the  
5 appointment.

- 6 i. **BONDING:** The Board shall designate the public office or officers or  
7 person or persons who have charge of, handle, or have access to any  
8 property of the Authority, and shall require such public officer or  
9 officers or person or persons to file an official bond in an appropriate  
10 amount to be fixed by the Board.

11 **8. ACCOUNTABILITY, REPORTS AND AUDITS:** There shall be strict  
12 accountability of all funds, and the Auditor shall report any and all receipts and  
13 disbursements to the Board with such frequency as shall reasonably be required  
14 by the Board. In addition, the Auditor shall either make or contract with a certified  
15 public accountant to make an annual audit of the accounts and records of the  
16 Authority as required by Government Code §6505. In each case, the minimum  
17 requirements of the audit shall be those prescribed by the State Controller for  
18 special districts pursuant to Government Code §26909, and shall conform to  
19 generally accepted accounting principles. The auditor shall be formally designated  
20 by a resolution adopted by the Board of Directors stating the effective date of the  
21 appointment and the term of the appointment.

22 **9. OPERATING BUDGET:** The Board shall approve an operating budget  
23 as required to conduct its business in a manner consistent with the purposes of the  
24 Authority. In addition to normal operating requirements, the budget shall address  
25 the capital costs of developing future solid waste facilities.

1                   **10. CONTRIBUTIONS:** The Authority shall have the power to establish a  
2 joint operating fund. The fund shall be used to pay all administrative, operating and  
3 other expenses incurred by the Authority. Funding shall be from Member  
4 contributions as determined by the Authority and other sources. No Member shall  
5 be obligated to make any contributions of funds to the Authority for facilities to be  
6 established in accordance with this Agreement or pay any other amounts on behalf  
7 of the Authority without that Member's consent evidenced by a written instrument  
8 signed by a duly authorized representative of the Member.

9                   **11. ISSUANCE OF BONDS:** If the Board should decide by a unanimous  
10 vote that it will be necessary to acquire, construct, improve and finance a project  
11 for the purposes of the disposal, treatment, transformation, diversion or recycling  
12 of solid waste, the Authority may issue bonds, including revenue bonds for that  
13 purpose as authorized by Government Code §6540 et seq.

14                   **12. ASSESSMENTS FOR EXTRAORDINARY COSTS:** In the event the  
15 Authority should experience an unanticipated need to pay for extra-ordinary costs,  
16 or to pay for any and all costs of litigation or indemnification as provided in this  
17 Agreement, and to the extent that such costs cannot otherwise be reasonably  
18 funded through use of reserves on hand or through the other revenue sources  
19 authorized by this Agreement, the Board may allocate the additional costs, whether  
20 actually incurred or estimated to be necessary, among the Members in proportion  
21 to the population contained within the boundaries then current of the Members as  
22 last determined by the California Department of Finance. The Members agree that  
23 they will then contribute their proportionate share of the additional costs within a  
24 reasonable period of time as determined by the Board.

1                   **13. INVESTMENT OF SURPLUS FUNDS:** The Authority may invest any  
2 money in the treasury that is not required for its immediate necessities in the same  
3 manner, and upon the same conditions, as any local agency may do pursuant to  
4 Government Code §53601.

5                   **14. FISCAL YEAR:** The fiscal year for the Authority shall extend from July  
6 1 to June 30 of each year.

7                   **15. CONTRACT FOR STAFFING:** The Authority shall employ or contract  
8 for the services of legal counsel who shall advise the Authority on legal matters.  
9 The Authority may also employ its own Executive Director and administrative staff,  
10 or it may contract with any Member for that purpose.

11                   **16. RESTRICTIONS ON OPERATIONS:** The Authority may not regulate  
12 tipping or gate fees for authority-owned facilities that are different for any one party  
13 to this agreement (or its residents) than any other party (or its residents) without  
14 the consent of the affected members.

15                   Under no circumstances shall the Authority assume responsibility for  
16 hazardous waste disposal sites as defined by Health and Safety Code §25117.1.

17                   **17. CIVIL PENALTIES:** Any civil penalties which are imposed pursuant to  
18 the Act by the California Integrated Waste Management Board will be paid by the  
19 Authority. In the event that a Member or Members fails to implement the programs  
20 identified in the CIWMP or fulfill its obligations under this Agreement, the Authority  
21 may request reimbursement for any civil penalties assessed by the California  
22 Integrated Waste Management Board as a result of this action, from the offending  
23 Member or Members.

24                   If it is determined that a Member has failed to fulfill its obligation under this  
25 Agreement, which failure results in the imposition of penalties by the California

1 Integrated Waste Management Board, such member shall be obligated to pay all  
2 incurred penalties and costs of enforcement including but not limited to attorney's  
3 fees and costs.

4 **18. WITHDRAWAL:** Any Member may withdraw from the Authority by  
5 filing with the Authority a written notice to withdraw one hundred eighty (180) days  
6 prior to the date of withdrawal. The withdrawal of the Member shall have no effect  
7 on the continuance of this Agreement among the remaining Members. The  
8 withdrawing Member shall remain responsible for its proportionate share of the  
9 then Fiscal Year's operating budget. Except upon vote by the Board to terminate  
10 the Authority, any Member that withdraws as provided herein shall be  
11 proportionately liable for all the outstanding obligations or debts incurred by the  
12 Authority, including remaining unfunded capital expenditures incurred or approved  
13 prior to the date of written notice of withdrawal of such Member. The assets  
14 contributed by the withdrawing member or the value of the assets at the date of  
15 withdrawal will be returned to the withdrawing member.

16 **19. TERM AND TERMINATION:** This Agreement shall become effective,  
17 and the Authority shall come into existence, on the date that the last of the named  
18 parties executes the Agreement. The Agreement, and the Authority, shall  
19 thereafter continue in full force and effect until the governing bodies of the parties  
20 unanimously elect to terminate the Agreement.

21 Upon effective election to terminate this Agreement, the Board shall  
22 continue to act as a board to wind up and settle the affairs of the Authority. The  
23 Board shall adequately provide for the known debts, liabilities and obligations of  
24 the Authority, and shall then distribute the assets of the Authority among the  
25 Members, as follows:

1 a. The assets contributed by each Member, or the value thereof as of the  
2 date of termination shall be distributed to that entity.

3 b. The remaining assets shall then be distributed in proportion to the  
4 population contained within the boundaries then current of the  
5 Members as last determined by the California Department of Finance.

6 The distribution of assets shall be made in-kind to the extent possible by  
7 returning to each Member those assets contributed by such parties to the  
8 Authority; however, no party shall be required to accept transfer of an asset in kind,

9 Notwithstanding any other provision by the Board for payment of all known  
10 debts, liabilities and obligations of the Authority, each of the Members shall remain  
11 liable for any and all such debts, liabilities, and obligations in proportion to the  
12 population contained within the boundaries of the last determined by the California  
13 Department of Finance as of the effective date of termination of the Agreement.

14 Upon termination of the Authority, each Member shall continue to assume  
15 its full responsibility to comply with the requirements of Part 2 of Division 30  
16 (commencing with Section 40900) of the Public Resources Code, including, but not  
17 limited to, Article 1 (commencing with Section 41780); shall continue to implement  
18 any source reduction, recycling, and composting programs included in their  
19 SRREs, NDFEs, and HHWEs which may be amended from time to time and are  
20 subject to revision approved by the California Integrated Waste Management  
21 Board; and shall report and track its own disposal and diversion programs as  
22 required by law.

23 **20. INDEMNIFICATION/CONTRIBUTION:** The Authority shall hold  
24 harmless, defend and indemnify the Members, and their agents, officers and  
25 employees from and against any liability, claims, actions, costs, damages or losses

1 of any kind, including death or injury to any person and/or damage to property  
2 (including property owned by any Member), arising out of the activities of the  
3 Authority, or its agents, officers and employees under this Agreement. The  
4 foregoing indemnification obligations shall continue beyond the term of this  
5 Agreement as to any acts or omissions occurring before or under this Agreement  
6 or any extension of this Agreement.

7 To the extent that the Authority is unable or unwilling to hold harmless,  
8 defend and indemnify any party to this Agreement as provided in this Section, such  
9 party shall be entitled to contribution from each of the other parties in proportion to  
10 the population contained within the boundaries of the Member as last determined  
11 by the California Department of Finance as of the date that the obligation of the  
12 Authority for such indemnification is liquidated.

13 **21. INSURANCE:** The Authority shall obtain general liability and  
14 environmental insurance containing liability in such amounts as the Board shall  
15 determine will be necessary to adequately insure against the risks of liability that  
16 may be incurred by the Authority. The Members, their officers, directors and  
17 employees, shall be named as additional insureds.

18 **22. CLAIMS:** All claims against the Authority, including, but not limited to,  
19 claims by public officers and employees for fees, salaries, wages, mileage, or any  
20 other expenses, shall be filed within the time and in the manner specified in  
21 Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the  
22 Government Code.

23 **23. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents  
24 the entire agreement among the parties as to its subject matter and no prior oral or

1 written understanding shall be of any force or effect. No part of this Agreement  
2 may be modified without the written consent of all of the parties.

3 **24. HEADINGS:** Section headings are provided for organizational  
4 purposes only and do not in any manner affect the scope, meaning or intent of the  
5 provisions under the headings.

6 **25. NOTICES:** Except as may be otherwise required by law, any notice to  
7 be given shall be written and shall be either personally delivered, sent by facsimile  
8 transmission or sent by first class mail, postage prepaid and addressed as follows:

9 **Consolidated Waste Management Authority**  
10 707 W. Acequia  
11 Visalia CA 93291  
12 (559) 738-3318  
13 FAX: (559) 730-7043  
14

15 **MEMBERS:**

16  
17  
18 City of Dinuba  
19 405 E. El Monte Way  
20 Dinuba, CA 93618  
21 (Fax No.: (559) 591-5902 / Confirming No.: (559) 591-5906)  
22  
23

24 City of Lindsay  
25 P.O. Box 369  
26 Lindsay CA 93247  
27 (Fax No.: (559) 562-5748 / Confirming No.: (559) 562-5945)  
28  
29

30 City of Porterville  
31 291 N. Main Street  
32 Porterville, CA 93257  
33 (Fax No.: (559) 781-6437 / Confirming No.: (559) 782-7460)  
34  
35

36 City of Tulare  
37 411 E. Kern Ave.  
38 Tulare CA 93274  
39 (Fax No.: (559) 685-2398 / Confirming No.: (559) 684-4200)  
40  
41  
42

1 City of Visalia  
2 707 W. Acequia  
3 Visalia CA 93277  
4 (Fax No.: (559) 730-7043 / Confirming No.: (559) 738-3318)  
5  
6

7 City of Exeter  
8 P.O. Box 237  
9 Exeter, CA 93221  
10 (Fax No.: (559) 562-3516 / Confirming No.: (559) 592-3318)  
11  
12

13 City of Farmersville  
14 909 W. Visalia Rd.  
15 Farmersville, CA 93223  
16 (Fax No.: (559) 747-6724 / Confirming No.: (559) 747-0458)  
17  
18

19 City of Woodlake (member until June 30, 2006)  
20 350 N. Valencia Blvd.  
21 Woodlake, CA 93286  
22 (Fax No.: (559) 564-8776 / Confirming No.: (559) 564-2317)  
23  
24

25 County of Tulare  
26 2800 Burrel  
27 Visalia, CA 93291  
28 (Fax No.: (559) 733-6318 / Confirming No.: Fax (559) 733-6531)  
29  
30

31 Notice delivered personally or sent by facsimile transmission is deemed to  
32 be received upon receipt. Notice sent by first class mail shall be deemed received  
33 on the fourth day after the date of mailing. Any party may change the above  
34 address by giving written notice pursuant to this Section.

35 **26. CONSTRUCTION:** This Agreement reflects the contributions of all  
36 parties and accordingly the provisions of Civil Code section 1654 shall not apply to  
37 address and interpret any uncertainty.

38 **27. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically  
39 set forth, the parties to this Agreement do not intend to provide any other party with  
40 any benefit or enforceable legal or equitable right or remedy.

1                   **28. WAIVERS:** The failure of any party to insist on strict compliance with  
2                   any provision of this Agreement shall not be considered a waiver of any right to do  
3                   so, whether for that breach or any subsequent breach.

4                   **29. EXHIBITS AND RECITALS:** The recitals and the Exhibits to this  
5                   Agreement are fully incorporated into and are integral parts of this Agreement.

6                   **30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This  
7                   Agreement is subject to all applicable laws and regulations. If any provision of this  
8                   Agreement is found by any court or other legal authority, or is agreed by the  
9                   parties, to be in conflict with any code or regulation governing its subject, the  
10                  conflicting provision shall be considered null and void. If the effect of nullifying any  
11                  conflicting provision is such that a material benefit of the Agreement to any party is  
12                  lost, the Agreement may be terminated at the option of the affected party. In all  
13                  other cases the remainder of the Agreement shall continue in full force and effect.

14                  **31. FURTHER ASSURANCES:** Each party agrees to execute any  
15                  additional documents and to perform any further acts which may be reasonably  
16                  required to affect the purposes of this Agreement.

17                  **32. COUNTERPARTS:** This Agreement may be signed in one or more  
18                  counterparts, each of which shall be deemed an original, but all of which together  
19                  shall constitute one and the same instrument.

20                  **THE PARTIES,** having read and considered the above provisions,  
21                  indicate their agreement by their authorized signatures below.

22                  /  
23                  //  
24  
25  
26  
27  
28  
29

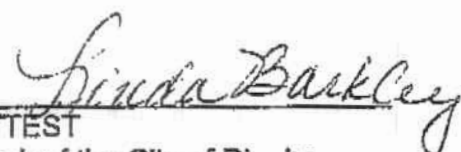
CITY OF DINUBA Signature page

THE PARTIES, having read and considered the above provisions, indicate their  
agreement by their authorized signatures below.

Dated: 4-11-06

CITY OF DINUBA

By   
Mayor

  
ATTEST  
Clerk of the City of Dinuba

CITY OF LINDSAY

By \_\_\_\_\_  
Mayor

*Lindsay*  
ATTEST  
Clerk of the City of Lindsay

Dated: 5/28/06

CITY OF PORTERVILLE

By \_\_\_\_\_  
Mayor

ATTEST  
Clerk of the City of Porterville

Dated: \_\_\_\_\_

CITY OF TULARE

By \_\_\_\_\_  
Mayor

ATTEST  
Clerk of the City of Tulare

Dated: \_\_\_\_\_  
UTILITIES

CITY OF TULARE BOARD OF PUBLIC

By \_\_\_\_\_

ATTEST  
Secretary of the Board

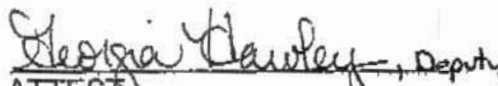
CITY OF PORTERVILLE Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: April 4, 2004

CITY OF PORTERVILLE

By   
Mayor

, Deputy  
ATTEST  
Clerk of the City of Porterville

1 Dated: \_\_\_\_\_ CITY OF LINDSAY

2  
3  
4 By \_\_\_\_\_  
5 Mayor

6  
7  
8  
9 ATTEST  
10 Clerk of the City of Lindsay

11  
12 Dated: \_\_\_\_\_ CITY OF PORTERVILLE

13  
14  
15  
16 By \_\_\_\_\_  
17 Mayor

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20  
21 ATTEST  
22 Clerk of the City of Porterville

23  
24 Dated: \_\_\_\_\_ CITY OF TULARE

25  
26  
27  
28 By \_\_\_\_\_  
29 Mayor

30  
31  
32  
33 ATTEST  
34 Clerk of the City of Tulare

35  
36 Dated: 4/6/06  
37 UTILITIES

CITY OF TULARE BOARD OF PUBLIC

38  
39  
40 By Wayne Hinman

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42  
43  
44  
45 Rana Hital  
46 ATTEST  
47 Secretary of the Board  
48  
49



CITY OF VISALIA Signature page

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4-17-06

CITY OF VISALIA

By Jesus J. Zamora  
Mayor

[Signature]  
ATTEST Chief Deputy City  
Clerk of the City of Visalia

CITY OF FARMERSVILLE Signature page

THE BOARD has read and considered the above provisions, indicate their  
consent by their authorized signatures below.

Dated: 4/21/06

CITY OF FARMERSVILLE

By Michael Santana  
Michael Santana, Mayor

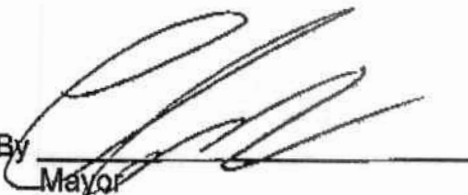
Rosemary Silva  
ATTEST  
Rosemary Silva, Clerk of the City of Farmersville


CITY OF EXETER

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: 4/25/06

CITY OF EXETER

By   
Mayor

  
ATTEST  
Clerk of the City of Exeter

COUNTY OF TULARE

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: April 18, 2006

COUNTY OF TULARE

By J. Steven Worthley  
J. Steven Worthley,  
Chairman

Daniel J. Lane  
ATTEST  
Clerk of the Board



Approved to Form  
County Counsel

Deputy  
Deputy

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**CITY OF WOODLAKE Signature page**

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dated: \_\_\_\_\_ **CITY OF WOODLAKE**

By \_\_\_\_\_  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
**ATTEST**  
Clerk of the City of Woodlake

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF THE CONSOLIDATED )  
WASTE MANAGEMENT AUTHORITY'S )  
AMENDED AND RESTATED JOINT POWERS )  
AGREEMENT )

RESOLUTION NO. 2006-0269  
AGREEMENT NO. 22683

UPON MOTION OF SUPERVISOR Maples, SECONDED BY SUPERVISOR  
Cox, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN  
OFFICIAL MEETING HELD APRIL 18, 2006, BY THE FOLLOWING VOTE:

AYES: Supervisors Ishida, Cox, Worthley and Maples

NOES: Supervisor Conway

ABSTAIN: None

ABSENT: None



ATTEST: C. BRIAN HADDIX  
COUNTY ADMINISTRATIVE OFFICER /  
CLERK OF THE BOARD OF SUPERVISORS

BY: 

Deputy

\*\*\*\*\*

Adopted the Resolution to approve and authorize the Chairman to sign the Amended and Restated Joint Powers Agreement to include Unincorporated County of Tulare as a new member.

RMA  
Co. Counsel  
CAO  
Auditor

DAY  
4/19/06